to the decision in the principal case, it has been held that the adopted child will not take by descent from a brother of his deceased adopting parent. *Van Derlyn* v. *Mack,* 137 Mich. 146; *Hockaday* v. *Lynn,* 200 Mo. 456. Nor from the father of such parent. *Quigley* v. *Mitchell,* 41 Ohio St. 375. Nor, the mother of such parent. *Meader* v. *Archer,* 65 N. H. 214; *Merritt* v. *Morton,* 143 Ky. 133. Nor from the grandson of the adopting parent. *Helm's Adm'r.* v. *Elliott,* 89 Tenn. 446. The decision in the principal case, therefore, must depend solely upon some decisive distinction between the statute upon which it rests and the statutes of other states,—especially in the absence of a special provision for inheritance from kindred. As to the devolution of the estate of an adopted child, it is universally held that the estate will descend to his issue. In default of issue, some states give the estate to the natural kindred of the adopted child. *Reinders* v. *Koppleman,* 68 Mo. 482; *Baker* v. *Clowser,* 158 Ia. 156. But the better view seems to be that the estate should go to the adopting parents or their kindred. *Paul* v. *Davis,* 100 Ind. 422; *Estate of Jobson,* 164 Cal. 312. It has been held that the issue of an adopted child may inherit direct from the adopting parents by representation. *Pace* v. *Klink,* 51 Ga. 220. But see, *contra, In re Sunderland's Estate,* 60 Ia. 732. As to the effect of a subsequent adoption destroying all rights of inheritance under a prior adoption, see, *In re Klapp's Estate,* 197 Mich. 615, 16 MICH. L. REV. 120.

ANIMALS—RIGHT TO KILL DOG—RELATIVE VALUE OF DOG AND PROPERTY ATTACKED.—In an action for killing of P's dog, D justified on the ground that he was protecting his own valuable guinea hens. *Held,* it was a question for the jury whether the act of D was a reasonable one under the circumstances. They might consider the relative values of the dog and the guinea hens, but they should not consider "valuable qualities in the trespassing dog, whether of pedigree or training, not apparent to the observation of a man of ordinary intelligence and not ordinarily inherent in dogs of a similar appearance." *Ex parte Minor,* (Ala., 1919) 83 So. 475.

A dog was not the subject of larceny at early common law, the reason assigned being its base nature. 3 COKE, LITT., p. 295. Although this view would seem to negative the existence of a legal property in canines, courts have uniformly allowed proof of a dog's value in civil cases. *Bowers* v. *Horen,* 93 Mich. 420, (shepherd dog); *Uhlein* v. *Cromack,* 109 Mass. 273, (watch dog); *Brill* v. *Flagler,* 23 Wend. (N. Y.) 354, (well-trained setter dog). But a dog's general "character" for value may be impeached by showing that he is a sheep killer. *Dunlap* v. *Snyder,* 17 Barb. (N. Y.) 561. Where a dog is negligently killed, his pedigree may be given in proof of value. *Citizens' Rapid Transit Co.* v. *Dew,* 100 Tenn. 317. The court said, at p. 326, "* * * this particular dog killed is said to have had what, in dog circles, is regarded as 'blue blood,' and among these he belongs to the inner circle of the four hundred, a member of the F. F. T., or first families of Tennessee." But courts do not always consider the fact that the dog may be much more valuable than the property to be protected. *Leonard* v. *Wilkins,* 9 Johns (N. Y.) 233; *Simmonds* v. *Holmes,* 61 Conn. 1. It is said that a dog may be destroyed under any circumstances when it is absolutely necessary for the

preservation of property. INGHAM, THE LAW OF ANIMALS, p. 128. While a dog may not lawfully be killed for mere trespassing, (*Marshall* v. *Blackshire,* 44 Iowa 475) yet a man is justified in shooting into a congregation of dogs on his premises at night, if they are creating such a disturbance as to make the shooting a reasonable and necessary means of abating the nuisance. *Hubbard* v. *Preston,* 90 Mich. 221. Where the relative value of the dog and the property attacked is considered at all, it is a question for the jury to determine. *Anderson* v. *Smith,* 7 Ill. App. 354, (Irish setter pups killing blooded hen). It is submitted that the test established in the principal case is sound, —i. e., the proportionate value apparent or known to the person killing the dog rather than the actual value of the animals. See notes 40 L. R. A. 510; 19 L. R. A. (N. S.) 835; L. R. A., 1915 C 359; 8 COL. L. REV. 147; 24 YALE L. J. 170.

BANKRUPTCY—PREFERENCE—FOUR MONTHS PERIOD.—A transaction by which a corporation, more than four months prior to its bankruptcy, made a verbal and later a confirmatory written assignment of stock in other corporations as security for a loan, *held,* not to constitute a voidable preference, though the certificates of stock were delivered within four months of the bankruptcy. *Wiener* v. *Union Trust Co.,* (D. C. E. D. Mich., S. D., Dec., 1919), 261 Fed. 709.

This case exemplifies the principle of bankruptcy law which emerges with gratifying consistency from much more complicated problems of fact and interrelated law. A setting aside of securities as collateral amounted to a lien on such securities preferable to the claim of the trustee in bankruptcy, notwithstanding lienor retained possession. *Sexton* v. *Kessler & Co.,* 225 U. S. 90. Delivery of securities carried by a broker, to a customer, after the broker's insolvency is not necessarily a preference. *Richardson* v. *Shaw,* 209 U. S. 365. A legal lien on shares of stock bought by a broker and retained by him on behalf of a customer, will endure even after the trustee takes over the estate, *Gorman* v. *Littlefield,* 229 U. S. 19. But where there is no specific *res* to identify the fund and separate it from the estate, there may be no lien, and hence even under the agreement between the parties a voidable preference will follow, *Hotchkiss* v. *Nat'l. City Bank of N. Y.,* 231 U. S. 50; an equitable lien to validate a preference must relate to some specific property or thing capable of segregation or identification, *In re Imperial Textile Co.,* 255 Fed. 199, *In re Mandel,* 127 Fed. 863, *In re Sheridan,* 98 Fed. 406. However, if the transaction merely renders specific a pre-existing general lien, it is a valid preference, *Gage Lumber Co.* v. *McEldowney,* 207 Fed. 255; and where the goods never would have come into the bankrupt's hands, had he not promised to give a lien thereon, accepted in good faith, the lien endures against all rights no greater. *Greey* v. *Dockendorrf,* 231 U. S. 513, *Cf. Re Imp. Textile Co., supra.* This array of cases reveals the test of the character of a preference: Is or is not the estate of the bankrupt during the prescribed period depleted by it? If a legal or equitable lien attaches to property in his hands before the four months' period, it carries through. "No creditor can demand that the estate be augmented by the